

Exhibit A

3 c2470=CITATION
 DELIVERED THIS DAY OF MAY 11 2021
 THE STATE OF TEXAS
 CAUSE NO. D-1-GN-21-002101
 BY CARLOS B. LOPEZ
 CONSTABLE, PCT. 5, TRAVIS COUNTY, TEXAS
 DEPUTY Plaintiff

ERNEST KANEVSKIY

vs.
 GOOGLE LLC D/B/A YOUTUBE

TO: GOOGLE
 D/B/A YOUTUBE
 BY SERVING ITS REGISTERED AGENT CORPORATION SERVICE COMPANY
 211 EAST 7TH ST STE 620
 AUSTIN, TEXAS 78701

Defendant

Defendant, in the above styled and numbered cause:

YOU HAVE BEEN SUED. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 A.M. on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you. In addition to filing a written answer with the clerk, you may be required to make initial disclosures to the other parties of this suit. These disclosures generally must be made no later than 30 days after you file your answer with the clerk. Find out more at TexasLawHelp.org.

Attached is a copy of the PLAINTIFFS ORIGINAL PETITION of the PLAINTIFF in the above styled and numbered cause, which was filed on MAY 10, 2021 in the 98TH JUDICIAL DISTRICT COURT of Travis County, Austin, Texas.

ISSUED AND GIVEN UNDER MY HAND AND SEAL of said Court at office, May 10, 2021.

REQUESTED BY:
 ERNEST KANEVSKIY
 14812 AVERY RANCH BLVD APT 19
 AUSTIN, TEXAS 78717
 (310) 993-9343



[Signature]
 Velva L. Price
 Travis County District Clerk
 Travis County Courthouse
 1000 Guadalupe, P.O. Box 679003 (78767)
 Austin, TX 78701

PREPARED BY: VICTORIA BENAVIDES

----- RETURN -----

Came to hand on the ____ day of _____, _____ at _____ o'clock ____ M., and executed at _____ within the County of _____ on the ____ day of _____, _____ at _____ o'clock ____ M.,
 by delivering to the within named _____, each in person, a true copy of this citation together with the PLAINTIFFS ORIGINAL PETITION, accompanying pleading, having first attached such copy of such citation to such copy of pleading and endorsed on such copy of citation the date of delivery.

Service Fee: \$ _____

Sworn to and subscribed before me this the

____ day of _____, _____.

Carlos B. Lopez
 Constable Pct. 5, Travis County, Texas
 Sheriff / Constable / Authorized Person



By: _____

Printed Name of Server _____

 Notary Public, THE STATE OF TEXAS_____
 County, Texas

D-1-GN-21-002101

CONSTABLE (PAUPERS OATH)

P01 - 000106465

Filed in The District Court
of Travis County, Texas

D-1-GN-21-002101

CAUSE NO. _____

MAY 10 2021

At 10:07 A.M.
Vehya L. Price, District Clerk

0 ERNEST KANEVSKIY

Plaintiff,

vs.

GOOGLE LLC, d/b/a YouTube
a Delaware limited liability company,

IN THE DISTRICT COURT OF
TRAVIS COUNTY, TEXAS

COMPLAINT FOR PERMANENT
INJUNCTION, BREACH OF
CONTRACT, DISCRIMINATION,
UNJUST ENRICHMENT,
UNFAIR AND DECEPTIVE
TRADE PRACTICES,
BREACH OF THE
COVENANT OF GOOD
FAITH AND FAIR DEALING,
TORTIOUS INTERFERENCE
WITH PROSPECTIVE
ECONOMIC ADVANTAGE,
AND TORTIOUS INTERFERENCE
WITH A THIRD PARTY

CONTRACT

98th

JUDICIAL DISTRICT

Defendant.

TO THE HONORABLE JUDGE OF SAID COURT:

PLAINTIFF'S ORIGINAL PETITION

I.

PRELIMINARY STATEMENT

1. Plaintiff Ernest Kanevskiy, ("Plaintiff") files this petition against defendant, Google Inc. d/b/a YouTube ("Google") or ("Defendant") for Breach of Contract, Unjust Enrichment, Breach of the Covenant of Good Faith and Fair Dealing, Discrimination, Unfair and Deceptive Trade Practices, Tortious Interference with

Prospective Economic Advantage, and Tortious Interference with a Third Party Contract.

2. In this action, Plaintiff seeks immediate relief from Defendants' breach of their own contract and Terms of Service ("TOS") with the Plaintiff, which has worked to completely deny the Plaintiff the benefits of the contracts and services for which he bargained, to destroy Plaintiff's livelihood and deny him access to a platform which he spent almost nine years building.

II. DISCOVERY

3. The discovery in this case is intended to be conducted under Level 1, pursuant to TEX. R. CIV. P. § 190.2.

III. SERVICE OF PROCESS

4. Defendant, Google d/b/a YouTube, is an internet platform doing business in Texas, and may be served with process by serving its registered agent, the Corporation Service Company, at 211 East 7th Street, Suite 620, Austin, Texas 78701. Google is registered to do business in Texas and has been since at least November 17, 2006.

IV. JURISDICTION AND VENUE

5. This Court has jurisdiction over this matter for the reason that the amount in

controversy exceeds the jurisdictional minimum of this court, exclusive of costs and interest, and for the reason that YouTube is doing business in the State of Texas. Venue is proper in Travis County under Texas Civil Practice and Remedies Code § 15.002(a)(1) because the incidents in question giving rise to Plaintiff's claims occurred in Travis County.

V.
PARTIES

6. Plaintiff, Ernest Kanevskiy created a YouTube channel called "Kanevsky Fitness" on February 20, 2012, when he entered into the TOS contract with YouTube. During the course of the contractual relationship, Plaintiff Ernest Kanevskiy uploaded 191 videos to the channel, which garnered 497,000 subscribers. In the aggregate, the 191 videos were viewed approximately 58,319,978 times. The channel had no history of prior strikes or violations. On February 3, 2021 YouTube notified Plaintiff Ernest Kanevskiy that his channel had been removed from YouTube "due to repeated or severe violations of our Community Guidelines." The Plaintiff is a resident of Austin, Texas.

7. Defendant Google LLC is a Delaware corporation with a physical address at 500 West 2nd Street, Austin, Texas 78701. At all times material to this Complaint, acting alone or in concert with others, Google LLC has advertised, marketed, and distributed its YouTube video sharing platform to consumers throughout the United States. At all times relevant to this Complaint Google LLC formulated, directed, controlled, had the authority to control, or participated in the acts and practices set

forth in this Complaint.

VI.
STATEMENT OF THE CASE AND FACTS

8. The Plaintiff started his YouTube channel on March 19, 2012. The name of the channel was "Kanevsky Fitness." The channel originally focused on fitness training. Plaintiff hit a plateau with his fitness channel and could not get above 100,000 subscribers to his channel. To offer a wider form of entertainment on his channel, Plaintiff started doing prank videos. At this time, Plaintiff changed the name of the channel to Eric Kanevsky. This was a great success and bumped his subscribers from 100,000 to 497,000. (Exhibit1)

9. The Plaintiff spent eight years, thousands of hours of time, and tens of thousands of dollars to secure 497,000 subscribers to his channel. The Plaintiff is considered a "content creator or publisher" on YouTube. Building content for channels on YouTube takes a lot of money and time.

10. In general, Defendant does not require users to register or create an account in order to view videos on YouTube. As a result, anyone can view most content on YouTube regardless of age.

11. In order to upload content on YouTube, users must have a Google account and then create a "channel" to display their content. Eligible channel owners, which include commercial entities, can "monetize" their channel by allowing Defendant to serve advertisements to viewers, for which the channel owners and the Defendant can earn revenue.

12. As the Plaintiff's channel became popular over time, it began to draw income from YouTube's advertisers. You Tube entered into a written agreement with the Plaintiff which set forth the guidelines on how the Plaintiff would be paid for the advertising on his channel and how content would be moderated as well. (Exhibit 2)

13. You Tube implemented what is called its "three strike system" which guides content providers that post or upload videos to You Tube teaching them how to avoid losing their channel on YouTube. The three strikes policy has been in place for some time now and You Tube made a significant change to this policy in 2019. The three strikes policy is explained in You Tube's terms of service which states:

"The biggest change is a new warning strike that YouTube will start issuing on February 25, 2020. After a channels first rule violation, YouTube will issue a "one time warning" with no penalty, except for removing the offending content. This is to make sure everyone takes the time to learn about our community guidelines."

"YouTube is overhauling its community guidelines with a new system for warning channels that break the rules. The new system is meant to be clearer and more consistent. "

(Exhibit 3)

14. You Tube does not have any consistency when deciding to leave or remove channels. The Plaintiff's channel was removed for reasons unknown. (Exhibit 4) The material taken down by the Defendant was not obscene, lewd, lascivious, filthy, excessively violent, harassing, or otherwise objectionable.

15. Exhibits 5 through 19 are random videos accessible to anyone on YouTube.

These videos all depict "extreme violence" with people getting kicked in the face repeatedly at riots, people running down the streets with dead bodies, backyard brawls with extreme violence and serious injury, cartel murders, dogfighting, and the list goes on. YouTube removed the Plaintiff's channel and it was nowhere near as harmful as these other channels on YouTube.

16. You Tube says that after the one-time warning, You Tube's existing three-strike system begins. You Tube made this statement concerning their three strikes policy:

"As said before, strikes come with escalating penalties, but they'll reset if a channel doesn't break the rules for 90 days. The warning strike is a onetime deal, and it won't reset."

You Tube also made these statements concerning their three strikes policy:

"You Tube is also updating the penalties for a strike. Based on your feedback, all community guidelines strikes will have the same penalty."

(Exhibit 3)

This is an overview of You Tube's three strike system:

"A first strike will get a channel frozen for one week. Users won't be able to upload or stream any new content to You Tube. Like before, that strike will expire after 90 days."

"A second strike within that 90-day period will result in a two-week uploading freeze."

"Lastly, a third strike in that 90-day period will cause You Tube to shut down the channel."

17. You Tube also says that it is treating all violations of its community

guidelines the same, meaning that someone who gets a strike for, say, impersonating another channel would get the same penalty as someone who posts violent hate speech or threats. (Exhibit 3) This is not even close to the truth.

18. You Tube had a contractual relationship with the Plaintiff which is memorialized in You Tube's Terms of Service. You Tube just announced its "new and improved strike policy" in 2019. The Plaintiff had his channel on You Tube for over 8 years without ever having a strike yet it was removed after a second strike which is in direct conflict with YouTube's own policies. (Exhibit 2)

19. When the Defendant terminated the Plaintiff's material, they were not acting in good faith. No compelling, significant, or legitimate reason justifies Defendant's actions. The fact that YouTube has extreme violence including murder, dogfighting, animals being killed, people being beaten to death and/or assaulted repeatedly is proof enough that YouTube discriminated against the Plaintiff by removing his channel after a second strike.

20. YouTube's discriminatory policies caused the Plaintiff's channel to be removed from YouTube and those policies are not viewpoint neutral, are unreasonable in time, place, and manner, and are unreasonable in relation to the nature, purpose, and use of the forum. They impose an unreasonable restraint on Plaintiff's contractual agreement with YouTube.

21. YouTube's wrongful actions were taken with oppression, fraud, malice, and are arbitrary and capricious, and as part of its normal course of business,

effectuated through both the Google/YouTube algorithms and human agents.

Furthermore, YouTube acted with intent to deprive the Plaintiff and his viewers of their rights as well.

22. YouTube also failed to pay the Plaintiff for the month of January 2021 and has been unjustly enriched because of this. Plaintiff's channel was not removed until February 3, 2021. Plaintiff estimates that he made at least \$9,000.00 in the month of January 2021.

23. As a direct and proximate result of the Defendant, Plaintiff has suffered, and continues to suffer, immediate and irreparable injury in fact, including lost income, reduced viewership, and damage to brand, reputation, and goodwill.

24. YouTube has restricted the Plaintiff's speech and expressive conduct based on subjective, vague, and overbroad criteria that give YouTube unfettered and unbridled discretion to censor any speech for any or no reason, no matter how arbitrary or capricious. Those criteria further fail to convey a sufficiently definite warning to the Plaintiff and the public as to what is prohibited or restricted.

25. That potential has been borne out and evidenced by YouTube's application of its policies and procedures to censor the Plaintiff, who does not know what he has done wrong, what he could do differently, or how he could change his videos so that they could be reinstated.

26. YouTube also applies its censorship criteria, including the Terms of Use and Community Guidelines, as a pretext to censor the Plaintiff's speech based on the

content of the speech. YouTube is targeting specific groups on their platform to harass and impose ridiculous restrictions on content they post. YouTube is currently removing videos just because the video or videos contain the word "vaccine." YouTube is not providing a "fair and neutral forum" like they advertise.

27. YouTube and other social media platforms were given protections by the government under Section 230. Section 230 was enacted to protect social media platforms from being sued for content uploaded by a user of the platform. Section 230 was not enacted to shield YouTube from breaching financial agreements with content creators. Texas Senate Bill 12 has already passed banning social media companies from discriminating against content creators.

28. YouTube's actions have restrained and punished the Plaintiff and impinge on and violate Plaintiff's and his audiences right to free association and assembly.

29. YouTube breached the TOS by terminating the Plaintiff's account without cause as defined in the TOS. YouTube breached the TOS because it suspended or terminated the account of the Plaintiff despite the following facts: (a) the Plaintiff did not repeatedly or materially breach the agreement with YouTube, (b) there was no legal requirement or court order with which YouTube had to comply by suspending or terminating the accounts, and (c) YouTube did not believe there was conduct that creates or could create liability or harm to any user or third party, YouTube or its affiliates.

30. YouTube breached the TOS by failing to provide a reason for account

suspension/termination in compliance with the TOS. YouTube breached the TOS because it failed to notify the Plaintiff as to "the reason for termination of suspension" by YouTube. The notices that YouTube provided to the Plaintiff did not identify a "specific reason for the termination" by YouTube.

31. YouTube did not indicate how the targeted accounts violated the TOS or incorporated Community Guidelines, stating only that:

"We have reviewed your content and found severe or repeated violations of our Community Guidelines." Because of this, we have removed your channel from YouTube."
(Exhibit 2)

32. YouTube partners with content creators allowing them to create channels and publish content pursuant to their Terms of Service. YouTube then distributes 55% of the advertising earnings to the content creator and keeps 45% for themselves.

33. To create a channel and post videos Plaintiff and Defendant agree that they will be bound by YouTube's published Terms of Service and their incorporated Community Guidelines. The TOS provides, *inter alia*, that "YouTube is under no obligation to post or serve Content." However, once YouTube actually hosts the content, YouTube and the creator agree to be bound by the TOS.

34. YouTube has an escape clause that says they can do pretty much whatever they want like taking channels down without any warning at all. This is totally inconsistent with their Terms of Service. YouTube's TOS also says that YouTube will give content creators their videos or access to them if the channel is terminated.

Not here. Plaintiff lost all of his hard work because of YouTube's breach of its own TOS.

INJUNCTIVE RELIEF

35. Plaintiff is entitled to preliminary and permanent injunctions. Plaintiff will suffer irreparable injury and will continue to suffer a real and immediate threat of irreparable injury as a result of the Defendant's actions.

CAUSES OF ACTION

FIRST CLAIM FOR RELIEF

(Breach of Contract)
(Unjust Enrichment)
(Breach of the Covenant of Good Faith and Fair Dealing)

36. Plaintiff incorporates and realleges the allegations contained in the preceding paragraphs as if set forth in full herein.

37. A valid contract, to wit, YouTube's Terms of Service for content creators, exists between the parties. In the contract YouTube agreed to do, inter alia, the following things: (1) not suspend or terminate the channel unless it fits into one of the three reasons for account termination or suspension: (2) allow the posting of Plaintiff's videos unless they violated YouTube's Community Guidelines: and (3) notify the Plaintiff in advance of any termination or suspension with sufficient time for him to download content from his channel.

38. YouTube did not pay the Plaintiff for the month of January 2021 and has therefore been unjustly enriched by receiving the benefit of Plaintiff's uploaded

content and not paying the Plaintiff for it.

39. Defendant unfairly interfered with the Plaintiff's right to receive the benefits the contract by, *inter alia*, taking down Plaintiff's videos and channel contrary to and in violation of their own TOS.

40. Defendant also unfairly interfered with the Plaintiff's right to receive the benefits of the contract by invoking a unilateral right to amend the contract in such a manner as to frustrate its purpose.

41. Plaintiff is also entitled to the costs of this suit.

SECOND CLAIM FOR RELIEF

(DISCRIMINATION) (UNFAIR AND DECEPTIVE TRADE PRACTICES)

42. Plaintiff incorporates and realleges the allegations contained in the proceeding paragraphs as if set forth in full herein.

43. Defendant has violated and continues to violate TEX.BUS&COM, CODE § 17.41, et seq., by engaging in one or more of the following acts or practices:

- a. engaging in false, misleading, or deceptive acts in the conduct of trade and commerce, in violation of TEX. BUS. & COM.CODE §17.46(a).
- b. representing that its goods or services have characteristics, uses or benefits which they do not have, in violation of TEX.BUS. & COM. CODE § 17.46(B)(5), and
- c. representing that an agreement confers or involves rights, remedies, or obligations which it does not have or which are prohibited by law.

- d. making a statement in such a manner as to mislead a reasonably prudent person to a false conclusion of a material fact.
- e. making a material misstatement of law.

44. Attached as Exhibits 5-19 are screenshots of videos that are currently available to the public, including minors, on YouTube. The content of these videos include extreme violence, serious physical injury, and death. Anyone can get on YouTube and watch dog fighting, assaults, and people being killed in riots as well. The real world application of the Defendant's efforts to protect the public are that any child old enough to push a button on a remote control can watch any age restricted video on YouTube. Defendant has not treated the Plaintiff equally and the removal of his channel constitutes discrimination because YouTube's TOS states that all content creators with channels on YouTube will be treated equally.

45. As stated above, YouTube has no reliability or consistency when screening content creators posts. Therefore, YouTube's screening process is so unreliable and inconsistent that it must be considered an unenforceable penalty instead of a contractual protection.

THIRD CLAIM FOR RELIEF

(TORTIOUS INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE) (TORTIOUS INTERFERENCE WITH A THIRD PARTY CONTRACT)

46. Plaintiff incorporates and realleges the allegations contained in the preceding

paragraphs as if set forth in full herein.

47. Plaintiff earned the following amounts from September 2020 until December of 2020 from the advertisements on his channel.

- A. September 2020: \$12,669.59
- B. October 2020: \$8,138.60
- C. November 2020: \$9,461.29
- D. December 2020: \$13,743.33

48. The last four months of the Plaintiff's income combined comes to \$44,011. When these months are combined and divided by four, it comes to an average of \$11,002.00 a month. Using these guidelines, which are very reasonable, the Plaintiff has been losing \$11,002.00 a month since his channel was taken down illegally in February of 2021 by the Defendant.

50. Defendant knew that their interference with the relationship between the advertisers and the Plaintiff would cause Plaintiff financial harm.

51. Defendant's interference was independently tortious as it was in agreements between the Plaintiff and the Defendant.

52. Had the Defendant not interfered with the Plaintiff's contract, the Plaintiff would have continued to publish content for his channel and would have received the financial benefits that he had been receiving for several years before this incident.

53. Plaintiff has been damaged by the acts of the Defendant and seeks

\$11,000.00 a month starting from February 3rd, 2021 for his loss of income because of the Defendant's breach of contract.

54. Plaintiff also seeks \$25,000.00 in punitive damages against the Defendant for its interference with Plaintiff's third party contract and interference with the income generated from that agreement.

55. Plaintiff had an ongoing business and contractual relationship with the Defendant and the advertisers and was benefitting from these relationships by earning revenue.

56. Defendant utilized methods which were dishonest and unfair, in order to improperly interfere with the Plaintiff's business relationships.

Jury Demand

Plaintiff Requests a trial by jury as to all issues

PRAYER FOR RELIEF

WHEREFORE, Plaintiff asks this Court:

(A) To preliminarily and permanently enjoin Defendant's continued violation of YouTube's TOS and require them to restore Plaintiff's YouTube channel and videos to the state they were in on February 2nd, 2021.

(B) Compensatory damages against the Defendant in the amount of \$11,000.00 a month starting on February 3, 2021, the day YouTube terminated Plaintiff's channel.

- (C) Enter judgment in favor of the Plaintiff on all issues raised.
- (D) Punitive damages in the amount of \$25,000.000.
- (E) Award Plaintiff reasonable attorney fees and costs of this action.
- (F) To pay Plaintiff for the month of January 2021.
- (G) To find that the Defendant's actions constitute unfair and deceptive trade practices.
- (H) To grant such other and further relief as this Court should find just and proper.

ERNEST KANEVSKIY



Ernest Kanevskiy
14812 Avery Ranch Blvd, Apt.19
Austin, Texas 78717
(310) 993-9343
kanevskyfitness@gmail.com

EXHIBITS



ie.youtubers.me



KanevskyFitness

(Kanevsky Fitness)

SUBSCRIBERS
497,000

VIDEO VIEWS
58,319,978

VIDEO COUNT
191

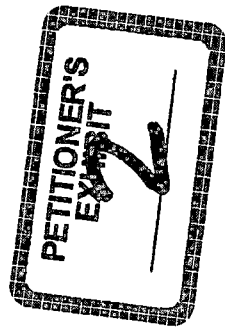
COUNTRY

CATEGORY
Entertainment

YOUTUBER SINCE
2012

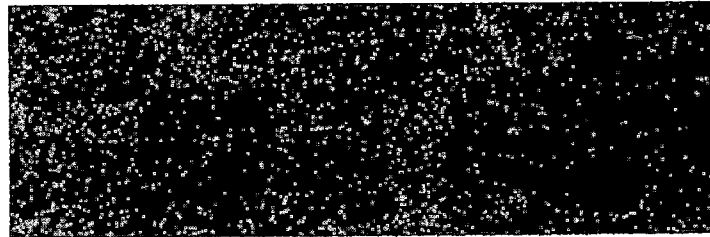
9:01

LTE



AA

studio.youtube.com



Viewing agreement

YouTube Partner Program Terms

Together with the YouTube Terms of Service and the YouTube Partner Program Policies (each of which may be updated from time to time and are incorporated herein by reference), the following YouTube Partner Program Terms apply to your participation in the YouTube Partner Program (the "Terms"). Please read the Terms carefully. If you do not understand or accept any part of these Terms, you should not upload Content for monetization on YouTube.

1. Monetization Revenues. YouTube will pay you as follows:

- a. **Advertising Revenues.** YouTube will pay you 55% of net revenues recognized by YouTube from ads displayed or streamed by YouTube or an authorized third party on your Content (such as watch pages or in or on the YouTube video player in conjunction with the streaming of your Content). YouTube is not obligated to display any advertisements alongside your videos and may determine the type and format of ads available on the YouTube Service. For clarity, YouTube reserves the right to retain all other revenues derived from the YouTube Service, including any revenues relating to ads on search result pages.
- b. **Subscription Revenues.** YouTube will pay you 55% of the total net revenues recognized by YouTube from subscription fees that are attributable to the monthly views or watchtime of your Content as a percentage of the monthly views or watchtime of all or a subset of participating content in the relevant subscription offering (as determined by YouTube). If your Content is included in and viewed by a user in multiple subscription offerings, YouTube will pay you based on the subscription offering with the highest amount of net revenues recognized by YouTube, as calculated by YouTube.

2. Payment Account Requirement. In order to earn or receive payment of any revenues hereunder, you must at all times have an active AdSense account associated with your YouTube user account(s) or such other payment method as required by YouTube. YouTube does not owe you for any revenues that may be associated with your Content during any period in which you do not have a valid method of payment.

3. Payment Terms, Limitations and Taxes. YouTube will pay you for any revenues due within approximately sixty (60) days after the end of any calendar month, so long as you earned a balance of at least US \$100 (or its equivalent in local currency) at the time payment is due. You are not entitled to earn or receive any revenues in connection with your Content in any of the following circumstances: (a) if one or more third parties claim rights to certain elements of your Content (except in cases where YouTube's policies or systems support sharing a portion of the





Monetization Revenues

- Agreeing the license. You'll see a box that says "OK" at the bottom of the dialog box. You'll be taken to the next screen, where you'll see a list of the terms and conditions of the license. You'll be able to scroll through the list, and you'll be able to click on the "I agree" button at the bottom of the list. You'll be able to click on the "I don't agree" button at the bottom of the list, and you'll be able to click on the "Cancel" button at the bottom of the list. You'll be able to click on the "OK" button at the bottom of the list, and you'll be able to click on the "Cancel" button at the bottom of the list.
- Choosing the license. You'll see a box that says "OK" at the bottom of the dialog box. You'll be taken to the next screen, where you'll see a list of the terms and conditions of the license. You'll be able to scroll through the list, and you'll be able to click on the "I agree" button at the bottom of the list. You'll be able to click on the "I don't agree" button at the bottom of the list, and you'll be able to click on the "Cancel" button at the bottom of the list. You'll be able to click on the "OK" button at the bottom of the list, and you'll be able to click on the "Cancel" button at the bottom of the list.

Payment Account Requirement In order to authorize automatic payment of any debt, you must provide the creditor with a valid checking or savings account. You must also have a right to debit the account to pay the debt. If you do not have a checking or savings account, you may be able to set up a direct debit arrangement with the creditor. You must also have a right to authorize the creditor to debit your account. If you do not have a right to authorize the creditor to debit your account, you may be able to set up a direct debit arrangement with the creditor.

[illegible][illegible]

Governing Law The governing law and dispute resolution provisions of the candidate form and Service will also apply to these terms.

Miscellaneous – substantiated terms listed but not defined. If one term is used in the same paragraph for each term in the YouTube Terms of Service, these terms appear to apply only to different agreements between you and YouTube related to the YouTube Partner Program. Including all prior amended agreements that are in effect between you and YouTube as of the effective date, except as modified by these terms, the YouTube Terms of Service constitute a binding and enforceable legal agreement between you and YouTube. If you are a user of YouTube, the YouTube Terms of Service may also apply to these terms.



Google Employee
Camila (TeamYouTube)



Update to the way we give Community Guidelines strikes on YouTube



125 Replies

Hi everyone,

Since the early days of YouTube, we've had a three-strike system for Community Guidelines violations. We've heard feedback about how we can make the strike system work better, so starting next week, we're updating the way we give Community Guidelines strikes to a new, simpler system. This update introduces more opportunities to understand our policies, a new and consistent penalty for each strike, and clearer email and desktop notifications to help you with next steps.

Read more in the official blog post and check out highlights and resources below:

- New one-time warning the first time you post content that crosses the line:**
 The first time you receive a Community Guidelines violation it will only be a warning, with no penalties to your channel except for the removal of that content. We hope this gives you the opportunity to review our policies and avoid it happening again. You can appeal warnings directly from YouTube Studio. Note: your channel will only be warned once; the next time your content is found to violate Community Guidelines, you'll receive a strike.
- The penalty for violating our Community Guidelines is now the same wherever it happens:** Previously, not all strikes had the same penalty on your channel. For example, first strikes on videos would trigger a 90-day freeze on live streaming and second strikes would result in a two-week freeze on new video uploads. We heard from many of you that this was confusing and the penalty didn't match the source of the strike. Now, based on your feedback, all Community Guidelines strikes will have the same penalty, and we're enforcing them consistently across all content on YouTube, including stories, playlists, custom thumbnails, live streams, community posts, or links to other websites included in a video's description or info card.
- Details on the new penalties and durations:**
 Your first strike will result in a one-week temporary freeze on the ability to upload any new content to YouTube; the second strike in any 90-day period will result in a two-week freeze. The third strike in any 90-day period will result in channel termination. Review this guide for details about the new penalties starting next week on February 25.
- More transparency and detailed resources:**
 We're expanding our policy resources with more info about what behavior results in a strike. This includes new detailed examples of the kind of content we commonly see that breaks our rules. Email and desktop notifications are also clearer and provide more details on exactly what policy was violated. We're also adding new mobile and in-product notifications to make sure creators have all the important information about a strike available at a glance.

Camila (TeamYouTube)



Fwd: Eric Kanevsky, we have removed your channel from YouTube

1 message

Eric Kanevsky <kanevskyfitness@gmail.com>
To: Dbacpl@gmail.com

Thu, Feb 25, 2021 at 1:53 AM

—— Forwarded message ——

From: **YouTube** <no-reply@youtube.com>

Date: Wednesday, February 3, 2021

Subject: Eric Kanevsky, we have removed your channel from YouTube

To: kanevskyfitness-4763@pages.plusgoogle.com

YouTube

Hi Eric Kanevsky,

We have reviewed your content and found severe or repeated violations of our Community Guidelines. Because of this, we have removed your channel from YouTube.

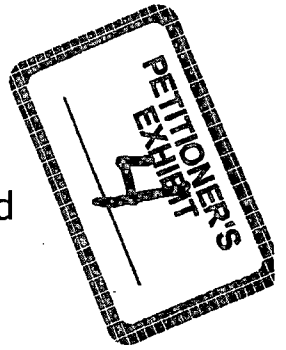
We know this is probably very upsetting news, but it's our job to make sure that YouTube is a safe place for all. If we think a channel severely violates our policies, we take it down to protect other users on the platform - but if you believe we've made the wrong call, you can appeal this decision. You'll find more information about the policy in question and how to submit an appeal below.

What our policy says

Youtubers share their opinions on a wide range of different topics. However, there's a line between passionate debate

topics. However, there's a line between passionate debate and malicious harassment. Content containing targeted harassment including, but not limited to, stalking, threats, bullying, and intimidation is not allowed on YouTube.

Additionally, content that includes egregious insults based on personal attributes (such as protected group status or physical traits) is not allowed on YouTube. If you're not sure whether or not your content crosses the line, we ask that you not post it. We review educational, documentary, artistic, and scientific content on a case-by-case basis. Limited exceptions are made for content with sufficient and appropriate context and where the purpose of posting is clear.



LEARN MORE

How this affects your channel

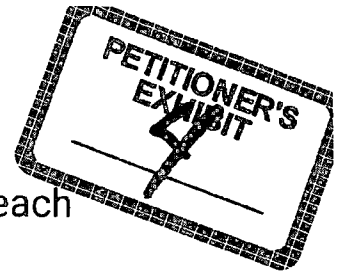
We have permanently removed your channel from YouTube. Going forward, you won't be able to access, possess, or create any other YouTube channels.

What you can do next

There are steps you can take if you want to appeal this decision:

- Review YouTube's Community Guidelines and Creator Academy lessons.
- Appeal here. Make sure to fill out the appeal form as completely as possible, including your channel URL: <https://www.youtube.com/channe>

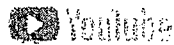
I/UCXHz8Ai5458HM9XK3n-UhTQ



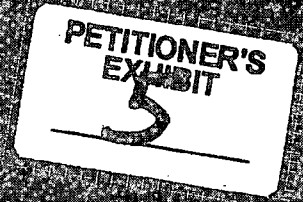
If you have any further questions, please feel free to reach out to us here.

Sincerely,
The YouTube Team

You received this email to provide information and updates around your YouTube channel or account.



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0:46 / 2:20



Description



WARNING - GRAPHIC CONTENT:
Protests surge in Yangon as
Myanmar forces trap youth
protesters

Thousands of people took to the
streets of Myanmar's biggest city



SUBSCRIBE

Description

Warning: this video contains scenes of extreme violence and ineptitude. New York City



Description

Warning, graphic video: Violent prison brawl caught on tape

PUBLIC JUSTICE 284K VIEWS
months ago

PETITIONER'S
EXHIBIT
8

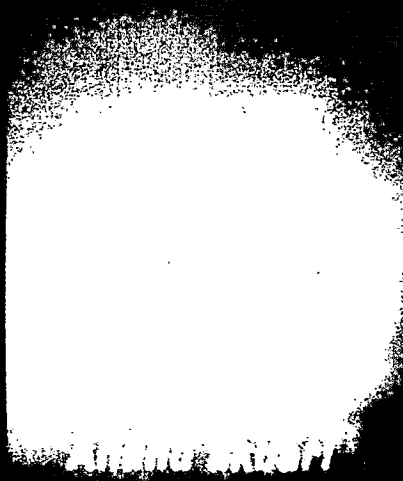


EARLIER IN 2016,
ANOTHER MAN
WAS SHOT WHILE
LIVE-STREAMING
IN CHICAGO

35:22

FATAL SHOOTINGS
CAPTURED ON VIDEO// ...





Description



**SHOCKING GRAPHIC VIDEO
MUSLIM MOB RIPS APART
WOMAN**

SHOCKING GRAPHIC VIDEO
MUSLIM MOB RIPS APART
WOMAN

PETITIONER'S
EXHIBIT

10

NEWS

**FBI RELEASES NEW CAPITOL RIOT VIDEO OF
"MOST EGREGIOUS" ASSAULTS ON OFFICERS**



Description



FBI releases new Capitol Riot video
of 'most egregious' assaults on
officers

The FBI has released new video
from the Capitol Riots to identify

PETITIONER'S
EXHIBIT

Description

Theft's and Violent Crime NOT FOR
THE FAINT HEARTED

Support us at:

Theft's and Crime across the globe
are increasing and the politics are



0:07 / 21:34



Description



FIGHT COMPILATION VIDEO 4 18
WARNING EXTREME VIOLENCE
STREET FIGHT 2019

gun down two Capos from Sinaloa Cartel. The gunmen used rifles then handguns as they stood at the exit taking aim.



MEXICAN CARTEL - Sicarios gun down rivals -...

This video is
age-restricted

The content of this video may
be inappropriate for some
viewers.

PETITIONER'S
EXHIBIT
14

RetroMMA

Brutal Street Fight Compilation 2020 🙄

This video is
age-restricted

The content of this video may



vanilla-lips.com

Street Brutal Fights: Big Compilation 2019 18+

This video is
age-restricted

The content of this video may
be inappropriate for some
viewers.



Fun Ayy

Best Street Fight +18 Warning Blood

This video is
age-restricted

The content of this video may
be inappropriate for some
viewers.



Description

F*cking Aggressive Brutal Street
FIGHTS Compilation (NEW)



Description



BRUTAL GANG FIGHT STREET
FIGHT KNOCKOUT KO
COMPILATION 2020 BY FIGHT
CLUB ADDRESS

VIDEO MUSLIM MOB RIP...

Video of the view

and

PETITIONER'S
EXHIBIT

19

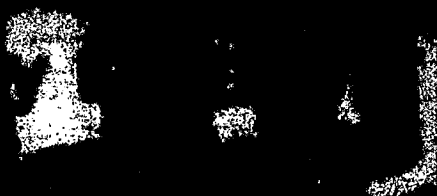


20:13



20 Minutes of Pure Police
Brutality (Compilation M...

:



EARLIER IN 2016

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A Non-Profit Corporation

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